

AMENDMENT NO. 4
to
AGREEMENT
between
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
and
STANTEC CONSULTING SERVICES, INC.

The Agreement (hereinafter AGREEMENT) made by and between the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (hereafter "SBCAG") and STANTEC Consulting Services, Inc. (hereafter "CONTRACTOR") having its principal place of business at 111 E. Victoria Street Santa Barbara, CA 93102 and collectively referred to as the "PARTIES" and fully executed on August 24, 2015, is hereby amended ("AMENDMENT NO. 4") as follows:

1. Section 4 "Term" subsection "a" is deleted and replaced in its entirety with:
 - a. CONTRACTOR shall commence performance after this AGREEMENT has been executed and notice to proceed has been issued to CONTRACTOR by SBCAG. All work described herein shall be completed within the time period of August 24, 2015 through **December 31, 2023** and according to the schedule specified in Exhibit A, unless otherwise directed by SBCAG or unless earlier terminated.
2. Exhibit A, "Scope of Services and Timeline" the first paragraph of the AGREEMENT is deleted and replaced in its entirety with:

CONTRACTOR agrees to perform the scope of services generally outlined below upon execution of this AGREEMENT. The period of performance for the scope of services shall continue through **December 31, 2023**. The scope of services will be implemented via "Task Orders" to this AGREEMENT which will be individually authorized by the Executive Director and shall be incorporated herein by reference herein. CONTRACTOR shall not, and is not authorized, to commence performance or proceed unless a Task Order has been issued. Notwithstanding the foregoing, CONTRACTOR is not authorized to exceed the Scope of Services herein.

3. Exhibit B, "Agreement Cost & Payment Arrangements" the first paragraph of the AGREEMENT is deleted and replaced in its entirety with:

For CONTRACTOR services to be rendered under this AGREEMENT, CONTRACTOR shall be paid a total AGREEMENT amount, including cost reimbursements, up to and not to exceed **\$900,000**.

4. **Counterparts.** This AMENDMENT NO. 4 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
5. **Ratifications.** The terms and provisions set forth in this AMENDMENT NO. 4 shall modify and supersede all inconsistent terms and provisions set forth in the AGREEMENT, AMENDMENT NO. 1, AMENDMENT NO. 2, and AMENDMENT NO. 3. The terms and provisions of the AGREEMENT, AMENDMENT NO. 1, and AMENDMENT NO. 2, and AMENDMENT NO. 3, except as expressly modified and superseded by this AMENDMENT NO. 4, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date when fully executed by both parties.

CONTRACTOR

**SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS**

By: _____
Hady Izadpanah
Senior Principal

By: _____
Das Williams
Chair, Board of Directors

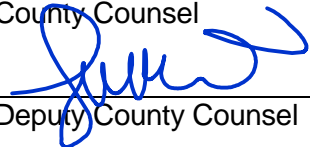
Date: _____

Date: _____

Attest:

By: _____
Marjie Kirn
Executive Director
Clerk of the Board

Approved as To Form:
Rachel Van Mullem
County Counsel

By:  _____
Deputy County Counsel